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11 UNITED STATES DISTRICT COURT
12 FOR THE CENTRAL DISTRICT OF CALIFORNIA
13 WESTERN DIVISION

14 CHARVETTE SARRE WRIGHT,
15 Plaintiff,
16 v.
17 UNITED STATES OF AMERICA,
18 Defendant.
19

No. 2:17-CV-04297-VAP (JEMx)

**STIPULATION FOR
COMPROMISE SETTLEMENT
AND DISMISSAL**

21 IT IS HEREBY STIPULATED by and between Charvette Sarre Wright
22 (“Plaintiff”) and Defendant United States of America, that the above-captioned
23 action may be settled and compromised on the following terms and conditions:

24 1. Plaintiff and the United States of America do hereby agree to settle
25 and compromise each and every claim of any kind, whether known or unknown,
26 arising from the incident or circumstances giving rise to the above-captioned
27 action, under the terms and conditions set forth in this Stipulation for Compromise
28 Settlement and Dismissal.

1 2. The United States of America agrees to pay to Plaintiff the sum of
2 Twenty Thousand Dollars (\$20,000.00), which sum shall be in full settlement and
3 satisfaction of any and all claims, demands, rights, and causes of action of
4 whatsoever kind and nature, known and unknown, foreseen and unforeseen, arising
5 from the incident or circumstances giving rise to this suit, which Plaintiff and her
6 heirs, executors, administrators, agents, or assigns, and each and any of them, may
7 have or may hereafter acquire, including against the United States of America, its
8 agents, servants, and employees.

9 3. Plaintiff for herself and her heirs, executors, administrators, agents or
10 assigns, and each and any of them, agrees to accept the sum of Twenty Thousand
11 Dollars (\$20,000.00) in full settlement and satisfaction of any and all claims,
12 demands, rights, and causes of action of whatsoever kind and nature, known and
13 unknown, foreseen and unforeseen, arising from the incident or circumstances
14 giving rise to this suit, which Plaintiff and her heirs, executors, administrators,
15 agents, or assigns, and each and any of them, may have or hereafter acquire,
16 including against the United States of America, its agents, servants, and
17 employees, on account of the same subject matter that gave rise to the above-
18 captioned lawsuit, including without limitation, any claim for personal injury,
19 wrongful death, lost earnings, lost income, medical expenses, economic damages,
20 or any other type of injury or damage.

21 4. Plaintiff for herself and her heirs, executors, administrators, agents, or
22 assigns, and each and any of them, fully and forever release, acquit and discharge
23 any and all claims, demands, rights, and causes of action of whatsoever kind and
24 nature, known and unknown, foreseen and unforeseen, arising from the incident or
25 circumstances giving rise to this suit, which Plaintiff for herself and her heirs,
26 executors, administrators, agents, or assigns, and each and any of them, may have
27 or hereafter acquire, including against the United States of America, its agents,
28 servants, and employees, on account of the same subject matter that gave rise to

1 the above-captioned lawsuit, including without limitation, any claim for personal
2 injury, wrongful death, lost earnings, lost income, medical expenses, economic
3 damages, or any other type of injury or damage.

4 5. This stipulation constitutes a general release. As additional
5 consideration for this stipulation, Plaintiff for herself and her heirs, executors,
6 administrators, agents, or assigns, and each and any of them, specifically waives
7 and releases any and all known and unknown rights, claims, causes of action or
8 demands arising out of the incident or circumstances giving rise to this suit which
9 might otherwise be preserved or accrue under Section 1542 of the California Civil
10 Code. Plaintiff understands that Section 1542 of the California Civil Code provides
11 as follows:

12 A general release does not extend to claims which the creditor does
13 not know or suspect to exist in his or her favor at the time of
14 executing the release, which, if known by him or her must have
15 materially affected his or her settlement with the debtor.

16 Therefore, and notwithstanding anything to the contrary herein, Plaintiff for herself
17 and her heirs, executors, administrators, agents, or assigns, and each and any of
18 them, explicitly releases any and all claims, including against the United States of
19 America, its agents, servants, and employees, which Plaintiff does not know or
20 suspect to exist in her favor at the time this stipulation is executed and which
21 would have materially affected this settlement if such claim or claims had been
22 known, arising out of the incident or circumstances giving rise to this suit.

23 6. Plaintiff for herself and her heirs, executors, administrators, agents, or
24 assigns, and each and any of them, further agrees to indemnify and hold harmless
25 the United States of America, its agents, servants, and employees, from any and all
26 causes of action, claims, liens, rights, or subrogated or contribution interests
27 incident to or resulting from this or further litigation or the prosecution of claims
28 by Plaintiff for herself and her heirs, executors, administrators, agents, or assigns

1 against any third party or against the United States of America, its agents, servants,
2 and employees, arising out of the incident or circumstances giving rise to this suit.

3 7. This stipulation shall not constitute an admission of liability or fault
4 on the part of the United States of America, its agents, servants, and employees,
5 and is entered into by all parties herein for the purpose of compromising disputed
6 claims and avoiding the expenses and risks of litigation.

7 8. It is also agreed, by and among the parties, that the sum of Twenty
8 Thousand Dollars (\$20,000.00) for Plaintiff represents the entire amount of the
9 compromise settlement, and that the respective parties will each bear their own
10 costs, fees, and expenses, and that any attorney's fees owed by the Plaintiff will be
11 paid out of the settlement amount and not in addition thereto.

12 9. It is also understood, by and among the parties that, pursuant to Title
13 28, United States Code, Section 2678, attorney's fees for services rendered in
14 connection with this action shall not exceed 25 per centum of the amount of the
15 compromise settlement.

16 10. Payment of the settlement amount will be made by electronic funds
17 transfer as per the following information, to be provided by Plaintiff:

- 18 A. Payee Account Name,
- 19 B. Payee Account Number,
- 20 C. ABA Routing Number,
- 21 D. Type of Account (Checking or Savings),
- 22 E. Financial Institution Name, City, State,
- 23 F. Social Security Number.

24 Plaintiff's attorney agrees to distribute the settlement proceeds to Plaintiff in
25 accordance with this stipulation.

26 11. Plaintiff for herself and her heirs, executors, administrators, agents, or
27 assigns, and each and any of them, agrees that Plaintiff is solely responsible for
28 paying any and all outstanding liens not withdrawn by lien holders, from any and

1 all insurance companies, health care providers, experts, consultants, attorneys, and
2 any and all other persons or organizations who have or claim to have liens or
3 subrogated assigned claims arising out of or related to the subject matter of this
4 suit.

5 12. In consideration of the terms set forth in this stipulation, the parties
6 agree that the above-captioned action shall be dismissed in its entirety with
7 prejudice and with each party bearing its own fees, costs, and expenses.

8 13. The parties agree that this stipulation, including all the terms and
9 conditions of this compromise settlement and any additional agreements relating
10 thereto, may be made public in their entirety, and Plaintiff expressly consents to
11 such release and disclosure pursuant to 5 U.S.C. § 552a(b).

12 14. This stipulation is subject to all applicable federal laws. Any and all
13 individual taxation consequences as a result of this stipulation are the sole and
14 exclusive responsibility of Plaintiff. The United States of America does not
15 warrant any representation of any tax consequences of this stipulation. Nothing
16 contained herein shall constitute a waiver by Plaintiff of any right to challenge any
17 tax consequences of this stipulation. If any withholding or debt offset is imposed
18 on Plaintiff as a result of payment of the settlement proceeds, Plaintiff shall be
19 solely responsible for paying any such determined liability from any government
20 agency thereof.

21 15. This written stipulation contains all of the agreements between the
22 parties, and is intended to be and is the final and sole agreement between the
23 parties. The parties agree that any other prior or contemporaneous representations
24 or understandings not explicitly contained in this written stipulation, whether
25 written or oral, are of no further legal or equitable force or effect. Any subsequent
26 modifications to this stipulation must be in writing, and must be signed and
27 executed by the parties.

17. It is contemplated that this stipulation may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

DATED: _____. MORRIS S. GETZELS Law Office

DATED: October 5, 2018.
NICOLA T. HANNA
United States Attorney
DAVID M. HARRIS
Assistant United States Attorney
Chief, Civil Division
JOANNE S. OSINOFF
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